The Polynesian:

PUBLISHED WEEKLY AT HONOLULU, Hawaiian Islands. Abraham Fornander, . . . Editor.

Business Cards.

BISHOP & CO., BANKERS. Office in the East corner of 'Makee's Block,' on

Kashumann street, Honolulu, Draw Bills of Exchange on Messrs. Grinnell, Minturn & Co., New York; Henry A. Peirce, Esq., Boston; and Messrs, Morgan, Stone & Co., San Francisco. Will receive deposits,
Discount first class business paper,
Attend to collecting, &c. &c.

W. A. Aldrich. J. S. Walker. S. C. Allen. ALDRICH, WALKER & Co.,

Importers and Commission Merchants-Dealers in General Merchandise, and Agents for the Sale of Island Produce. -ALSO-Agents for the Libne, Metcalf, and Princeville Plantations.

JOHN THOMAS WATERHOUSE, Importer and Dealer in General Merchan-

Honolulu, H. I. -REFERENCES .-

SHERMAN PECK,	CHAS. H. LUNT,	H. A. P. CARTER,
Field & Rice,		New York
Tobin, Bros. & Co.,	[276 ly]	do do
C. T. Lawton, Esq.,		do do
C. W. Brooks & Co.,		do de
McRuer & Merrill	**************	****** QO QO
B. Pitman, Esq		San Francisc
H. Dickinson, Esq.,		Labaina
Thos. Spencer, Esq.,		
Dimond & Son	*****************	do
	Co.,	
	·9	THE PERSON NAMED IN COLUMN
B. F. Snow, Esq		do do
His Ex. R. C. wymi		

CHAS. H. LUNT, SHERMAN PECK, C. BREWER & CO. Commission and Shipping Merchants., Honolulu, Oahu, H. I.

JOHN M. HOOD, New York. JAMES HUNNEWELL, Esq., CHARLES BREWER, Esq., Boston. H. A. PIERCE, Esq., MESSES MCRUER & MERRILL, CHAS. WOLCOTT BROOKS, Esq., MESSES. WN. PUSTAU & Co., Hongkong. MESSES. PRELE, HURBELL & Co., Manila.

MELCHERS & CO., Importers and Commission Merchants Stone Store, Kaahumanu Street, Corner Merchant,

AGENTS FOR THE Hamburgh-Bremen Fire Insurance Company; Pioneer Flour Mills, San Francisco; Sale of Asegut & Reinhardt's salt beef; Sale of sugar, molasses and other Hawaiian produce.

Consignments respectfully solicited, and all orders from the other islands and abroad promptly executed.
GUST. C. MELCHERS, Bremen; J. D. WICKE, Honolulu; F. A. SCHAEFER, Honolulu.

JANION, GREEN & CO., Commission Merchants, Painter, Paper-Hanger, &c. Fire Proof Buildings, Queen Street, HONOLULU, OAHU, S. 1. 52-tf.

B. F. SNOW, DEALER IN GENERAL MERCHANDISE, Honolulu, Oahu, II. I.

Von HOLT & HEUCK, General Commission Merchants Honoialu. Oahn. S. I

H. HACKFELD & CO, General Commission Agents. Honolulu, Oahu, H. I. AMOS S. COOKE.

CASTLE & COOKE, Importers & Wholesale and Retail Dealers in General Merchandise. Agents for Dr. Javue's Medicines.

C. BREWER 2d. General Merchant and Agent for the sale of the products of the

A. S. GRINBAUM & Co., Importers, and Wholesale and Retail Dealers in FASHIONABLE CLOTHING, HATS, CAPS

BOOTS and SHOES! And every variety of Gentlemen's soperior Furnishing Goods. Store in Makee's Block, formerly occupied by W. A. Al-drich, Esq., fronting on Queen street, Honolulu, Oahu.

JOHN RITSON, DEALER IN WINES, SPIRITS, ALE & PORTER, Honolulu.

WM. WEBSTER. Land Agent to His Majesty.

Office in the King's Garden, Beritania Street GODFREY RHODES,

WHOLESALE DEALER IN WINES and SPIRITS, ALE and PORTER, Near the Post-Office. Honolulu.

SAM'L H. DOWSETT LUMBER MERCHANT Will furnish Building Material of every description, at low

prices.
Orders from other Islands solicited. Yard on corner of 38 tf Fort and Queen streets.

GEORGE G. HOWE. Lumber Merchant, Lumber Yard Corner of Queen and Nuunnu Sts on the Punchard Premises.

UTAL & AHEE, Wholesale Merchants,

agents for the Aiko and Iwo Sugar Plantations, Hilo, Hawaii. KING STREET, HONOLULU.

C. H. LEWERS, Lumber and Building Materials, Fort st., Honolulu. 14-tf D. N. FLITNER.

CONTINUES his old business at the new store on Kanbumana street. Kanbumans street. Chronometers Rated by observations of the son and stars with a transit in-trument accurately adjusted to the meridian of Honoluiu. Particular attention given to fine watch repairing. Sextant and Quadrant glasses slivered and adjusted. Charts and Nautical instruments constantly on hand and for

W. FISCHER, Cabinet Maker and French Polisher, Hotel street, opposite the Government House Business Cards.

THOMAS SPENCER,

sland Produce, &c., &c.,and.......... Commission Merchant BYRON'S BAY, HILO, H. I.

Will keep constantly on hand, an extensive assortment of every description of goods required by Ships and others. The highest price paid for Island Produce. Money advanced for Bills of Exchange at reasonable

CALIFORNIA LLOYDS.

MARINE INSURANCES.

OFFICE, Southwest corner of Washington and Battery Streets. THE UNDERSIGNED ARE PREPARED TO ne "Marine Insurance Policies," each being responsible sum written on the Policies against his own name only, and for himself and not for others or any of them. JAMES DONAHUE, WILLIAM E. BARRON, JOHN PARROTT, GEORGE C. JOHNSON, N. LUNING, JAMES PHELAN, JAMES OTIS, JAMES B. HAGGIN,

ALDRICH, WALKER & CO., Agents, Honolulu, H. I. F. S. PRATT & Co.,

LAFAYETTE MAYNARD,

J. MORA MOSS.

WINES, SPIRITS, MALT LIQUORS, TOBACCO and CIGARS,

HONOLULU, S. L. REFER BY PERMISSION 10 J. SPALDING, Esq. Salem, U. S

GEORGE CLARK, BOOT AND SHOE MANUFACTURER! Hotel Street, between Nuuanu and Mauna Kea Sts.

CHUNG HOON, WHOLESALE & RETAIL MERCHANT, Importer of China and other Goods; dealer in Sugars, Molasses, Coffee, Rice, Fungus, &c. On King street, next door to Messrs. Castle & Cook.

Chas. F. Guillou, M. D., LATE SURGEON UNITED STATES NAVY Late Consular Physician to American Seamen AND GENERAL PRACTITIONER.

OFFICE corner of Kaahumanu and Merchant streets Residence at Dr. Wood's mansion, Hotel street. Office hours from 11 A. M. to 2 P. M., at other hours inquire at his residence. R. E. WAKEMAN.

Contractor of Building and Jobbing. ALSO - Wheelright, Carriage Making and Repairing.
King street, Honolulu, opposite the City Market.

B. F. EHLERS, DEALER IN DRY GOODS, SILKS, &c.

FORT STREET, HONOLULU. J. O'NEILL.

Opposite Lewis & Norton's Cooperage, King st. 50 ALLEN & BERRILL.

SUCCESSORS TO GEORGE W. MACY, Kawaihae, Hawaii. Will continue the General Merchandise and Shipping business at the above port, where they are prepared to furnish the justly celebrated Kawaihae Potatoes, and such recruits as are required by Whale Ships, at the shortest notice and on the most reasonable terms. 9 tf

J. WORTH, AUCTION & COMMISSION MERCHANT. GENERAL MERCHANDISE.

Ships supplied with Recruits and money advanced on Bills of Exchange. CALIFORNIA MUTUAL

MARINE INSURANCE COMPANY, SAN FRANCISCO.

THE UNDERSIGNED having been appointed Agents for the above Company, beg leave to int public that they are now prepared to issue

MARINE INSURANCE POLICIES

On cargo, freight and treasure to all parts of the world. Honolulu, Aug. 21, 1861.

Sisterhood of the Sacred Hearts. HONOLULU, Fort St., near the Catholic Church.

THE FOURTH ANNUAL SESSION of this Young Ladies of every religious denomination will be admitted, provided it be previously agreed that they will conform to the general regulations of the house.

The course of Education for Boarders will comprise Reading, Westing Geometry, Composition, Floration, Asithmetic, Composition, Floration, Composition, Composit Writing, Grammar, Composition, Elecution, Arithmetic, Geography, use of Globes, History (sacred and profane), Chronology,

Mythology, Logic, French and German Languages, Book-Keeping, Music (Vocal and Instrumental), Drawing, Painting, and all kinds of Fancy Needle-Work. the Sisters being aware that all education is imperfect without the knowledge of the Law of God, will devote themselves with the most sedulous care, to the religious instruction of their Catho-

the most sedulous care, to the religious instruction of their Catholic pupils, without neglecting to inculcate in the minds of the
others the general principles of Christian morality. The most
conscientious attention will be given to form their manners and
to train them up to habits of order, neatness and industry.

The diet will be wholesone and abundant.

The health of the pupils will be the object of constant and maternal solicitude, and at all times they will be under the immediate superintendance of their teachers.

TERMS. BOARD & TUITION, per Quarter of Twelve Weeks, \$45.

Music, Brawing, Painting, German Language, and Artificial Flowers, will form extra charges.

No extra charge for the French Language.
Payments to be made quarterly in advance. Persons residing at a distance are requested to have a responsible agent in the city of Henchely. No reduction made in case of children being withdrawn before

the expiration of the quarter.

Tuesdays and Saturdays will be the appointed days for parents to visit their children. On the first Saturday of each month the Boarders will be allowed to go out with their parents or guardians, but never with any other, without a written permission from said parents or guardians. They must return to the establishment before 6 o'clock, P. M., the same day.

Postage, stationery, washing and mending, Doctor's fees and medicines, will be chargeable to the parents.

For further particulars, application may be made to Sister For further particulars, application may be made to Sister

THE PERMANENT establishment of the "Star THE PERMANENT establishment of the a star of the Pacific," (Hoku o ka Pakipika), newspaper to be printed in the Hawatian language, having become a fixed fact, the undersigned respectfully notifies those desirous of availing themselves of its columns as an advertising medium, availing themselves of its columns as an advertising medium, that its issue will be on Thursday of each week, and that the edition to be printed is over two thousand copies. Terms reasonable, and advertisements translated gratuitously.

G. W. MILLS, Manager.

At the Polynesian Office. For Sale.

T THIS OFFICE-Counting House Almanae A and Hawaiian Register.

foreign Advertisements.

HONOLULU, SEPTEMBER 20,

CHAS, WOLCOTT BROOKS, W. FRANK LADD, EDWARD F HALL CHAS. W. BROOKS & Co.,

Shipping and SANSOME St.,

Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods, the chartering and sale of vessels, the supply-ing of whaleships, and the negotiation of Exchange. ET EXCHANGE ON HONOLULU in sums to suit.

ADVANCES MADE ON CONSIGNMENTS.

SAN FRANCISCO, CAL.

-REFER TO-B. F. Snow ... H. HACKFELD & Co., Swift & Alles,..... N. Bedford

MCRUER & MERRILL.

AUCTIONEERS!

HONOLULU PACKETS

Particular attention paid to forwarding and transhipment of merchandise, sale of whalemen's bills, and other exchange, in-surance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.

117 and 119 California-street.

SAN FRANCISCO Cal. Messrs. D. C. WATERMAN & Co., Honolulu Capt. B. F. Snow, A. P. EVERETT, Esq. Messes. GILMAN & Co., Labaina.

A. P. EVERETT.

VICTORIA, V. I. REFERENCES:..... Messrs McRuer & Merrill,San Francisco. "C. W. BROOKS & CO... "His Ex. R. C. Wyllie, Honolulu, H. I. B. F. Snow, Esq. "Messes, Aldrich, Walker & Co., "

RICE & Co., Shipping and Commission Merchants, DEALERS IN

SHIP CHANDLERIES, &c., HAKODADI, JAPAN, WILL ATTEND TO THE sales of Merchan-V dise, as also to the purchase and shipment of all kinds Goods exported from that country. Mr. RICE is the Comm

cial Agent for the United States at that port, and having already resided there for about five years, is enabled by his accusaintance with the country, to offer many advantages in the discharge of any business that may be entrusted to their House. REFER TO WM. T. COLEMAN & Co.,

New York, JOHN H. ALDRICH, ESQ., I. HOWLAND, JR., & CO. .New Bedford. CHARLES SCUDDER & CO., .. Augusta, Me. San Francisco, Cal. D. C. WATERMAN & Co., ALDRICH, WALKER & CO.,

MESSRS. C. A. FLETCHER & CO. COMMISSION MERCHANTS

GENERAL AGENTS

HARODADI, JAPAN, BEG TO INFORM OWNERS AND MASTERS OF SHIPS babout to visit the port of Hakodadi, that they are prepared to take Consignments and do business on the usual terms.

By arrangements with Home Insurance Offices, Messrs, FLETCHER & CO. can take risks on Oil, or other shipments of

Hakodadi, Yesso, Japan, 4th July, 1859. CHARLES BREWER, COMMISSION MERCHANT,

Boston, U. S. Refer to R. W. Wood and C. BREWER 20.

WM. FAULKNER & SON, 131 SANSOME ST., SAN FRANCISCO, A GENT FOR JAMES CONNER & SONS, U. S.
Type Foundry, and Dealers in all kinds of Printing Materials.
Printers will find it to their advantage to call on us be-

On Sale ;

EX RECENT ARRIVALS! THE FOLLOWING CHOICE ASSORTMENT OF GROCER-

I 1ES, at the store of the undersigned : Fresh apples do quinces do peaches, do Pears Sardines English pickies Raspberry jam Cranberry jam Strawberry do, &c, &c, &c. do sauces French mustard Hops Mince meats Sweet savory Summer savory Curry powder

Tins of water, butter, sugar, oyster, soda and wine crack ers Smoked hams black pepper Whole do herrings Best Oolong tea Pimento Preserved salmon Ground cloves Green corn Crushed sugar S. C. Soda Haxall flour Fresh raisins &c. &c. &c. do currants in tins

H. McINTYRE. BARRELS ONLY ON HAND

N.B. Fresh Island Butter and Ground Coffee

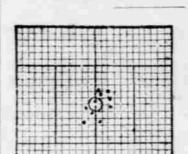
PACKED BY E. KRULL, at Kealia.

VON HOLT & HEUCK, Corner Fort and Merchant streets.

Home Department, 30th July, 1859.

NOTICE. A LL PERSONS ARE HEREBY NOTIFIED THAT THE A privilege of gathering Pulu, Fungus and Arrowroot on all the Government lands on the Island of Hawaii (with the exception of those lands which may be sold or leased during the continuation of this privilege), has been this day granted to Mr. C. C. Harris. L KAMEHAMEHA.

Sereign Advertisements.



12 FEET SQUARE. shooting at 500 yards, with ELEY'S ENFIELD

TARGET

Eley's Ammunition

For Sporting or Military Purposes. DOUBLE Waterproof Central Fire Caps, Felt Wadding to prevent the leading of Guns, Wire Cart-ridges for killing game, &c., at long distances, Breech Loading Cartridge Cases of superior quality for Shot Guns and Rifles. Contractors to the War Department for Small Arms

Jacob's Rifle Shell Tubes, Cartridges and Caps for Colt's, Adams', and other Revolvers Enfield's Ammunition, and Ball Cartridges for Whitworth and Henry's Rifles, also for Westley Richard's, Terry's, Wilson's, Prince's and other Breech Loaders. Bullets of uniform weight made by compression from Soft Refined Lead

ELEY BROS., Gray's-Inn-Road, London, W. C. WHOLESALE ONLY.

IMPORTERS & JOBBERS OF

REGULAR DISPATCH LINE WINES & LIQUORS! S. E. CORNER OF FRONT AND SACRAMENTO STS., San Francisco.

J. L. TAGGARD & Co.,

DEALERS IN GROCERIES, PROVISIONS, etc. NO. 220 FRONT STREET,

Between California and Sacramento, SAN FRANCISCO.

BOOK-BINDING!

Mr. GEO. W. VOLLUM

LATE OF SAN FRANCISCO. HAS TAKEN charge of the Bindery, and is prepared to execute all or-Pamphlets,

Illustrated Newspapers, Magazines, Music.

Old Books, &c., &c. Particular attention paid to re-Bindipg old and choice Books. Mr. V. having had many years experience in Book-Binding in all its branches, hopes to receive a share of the business required er islands, should be accompanied with as to the style; and if the work is to flously bound, a sample volume should be

> eft at the Book Store of H, M. Whitney. SPECIAL NOTICE THE UNDERSIGNED begs respectfully to inform the public, that, in connection with his other business, he will here-

Wheelwright BUSINESS! In all its various branches, and

equests a share of public patronage.

All work guaranteed. Prices to suit the times.

WM. DUNCAN.

EX ORIENTAL! JUST RECEIVED! And for sale by the Undersigned CASES MALCOM TOBACCO, 10s, 113 lbs each,

Boxes "Mary & Jane," % Ds, 22 " % Ds, 23 " % Ds, 21 " MELCHERS & CO. "Hydrouel"
"Piccolomini" "M. Rac"

Wanted.

10,000 LBS. TAMARINDS.---The sub-arinds in the shell, or 5 cents without the shell. 6 tf FREDERICK HORNE

HDS. BASS' DRAUGHT ALE, of superior quality; Bass' bottled Ale, in quarts; Superior Claret, in casks and cases; Superior Holland Gio in stone jars and bottles.
For sale by
H. HACKFELD & CO.

Firewood! Firewood!! FOR SALE at very reasonable rates, at

Notice Notice!

\$50 REWARD! DIFTY DOLLARS Reward will be paid to any person giving such information as will lead to the conviction of the owner or owners of the dog that destroyed a large number of sheep at Kohaia, belonging to the Waimea Grazing and Agricultural Company; and any person found trespassing upon any of the pili lands from Pahinahina to Lamaloloa, N. Kohala, or upon any of the lands of said Company, will be prosecuted. All dogs found upon any our sheep runs will he poisoned or shot, and any cattle, horses, sheep or goats will be treated as estrays, and the owners sued according to law. All persons having stock of any kind upon any of the Compa-ny's lands, will have permission to remove the same until Au-gust 1, 1862, after which date all stock will be held as estrays. Said permission must be in writing and signed by the Mana-

sion must be in writing and signed by the Mana-ompany. FRANCIS SPENCER,

Manager W. G. and A. Co.

Puuloa, Hawaii, July 14, 1862 NOTICE.

ger of the Company.

WHEREAS THE UNDERSIGNED HAS BEEN INFORMED on W good authority that great irregularity exists in the taking and killing of the wild cattle on the mountains on Hawaii, belonging to His Majesty and to the Government, by parties who claim or pretent to claim right under bills of sale from His Majesty ties who purchased wild cattle running on the mountains on Ha-waii, previous to the 1st day of January 1857, to remove the same if not already removed, on or before the 1st day of May next.

after which time, parties taking wild cattle will be prosecuted.

Interior Office,

L. KAMEHAMEHA. Interior Office, | Jan. 24, 1858.

NOTICE!

THE undersigned beg to inform their friends that they have established a branch of their house at VICTORIA, V. I., under the management of Mr. Heavy Rhodes and under the style of JANION & GREEN, for the transaction of a general Commission business. Particular attention will be pind to consignments of Sandwich Island produce.

JANION, GREEN & CO. Honolulu, May 10, 1859.

BOUND VOLUMES. BOUND VOLUMES OF THE "POLYNESIAN" FOR 1860-64 (Vol XVIII) for sale at this Office. Price \$6.

The Polynesian.

SUPREME COURT-In Equity. ISAAC MONTGOMERY US. DANIEL MONTGOMERY.

[CONCLUDED.]

Solicitor Montgomery testifies that Mr. Davis did not use any expressions in conversation with him that Vincent could be induced to give evidence either on one side or the other, by any valuable consideration; but the impression left on his mind was that as Vincent had talked about getting half of Puuloa, and as the respondent told him so, as well as Mr. Davis, and his remarks in relation to hard times, I inferred that \$1,000 was in some shape or way a sum which Mr. Davis thought might operate on Vincent's testimony. He felt there was a risk of Vincent being induced to deviate from the truth, which, from Mr. Bates' statement, were on Respondent's side of the case. Solicitor Montgomery then made a communication to his client, of the impressions he had derived from Mr. Davis. He stated to his client that it appeared to him that Vincent expected some inducement to keep him on the right track in his testimony, and he thought \$1,000 was the inducement; to which the respondent replied-

'I have paid that man \$300, and I can't afford it." Solicitor Montgomery says he expressed surprise at this course. These remarks of Mr. Davis were undoubtedly the cause of this idea in the mind of the Solicitor that Vincent was open to a bribe. The Solicitor was interrogated whether he had not stated that Vincent wanted \$1,000 for his testimony, and whether the respondent was not a fool not to give it. He replied that his client had given \$300, as he said, and which he had no reason to doubt, and that increasing the sum was not increasing the offence, and that he had said jocularly "that he might as well go the whole hog." He denies explicitly that he ever advised respondent Montgomery

to make the overture. The witness further says: That "when he said at the interview of the counsel and client, 'I can't stand that, Robert, I was under the impression that Mr. Davis meant to convey a denial that he had made any communication to me on the subject of his interview with Vincent, and I did not refer to the statement of \$1,000 being deposited with Mr. Davis f.r Vincent's benefit, Mr. Montgomery says he desired Mr. Bates to accompany him to Mr. Davis's house, for the purpose of having Mr. Davis correct what he thought was unjust toward him, in the statement made by Mr. Davis in Mr. Bates' office, which I understood to be a denial that he had communicated anything to me about Vincent, and the \$1,000, so much talked about. This interview was had, and a shipwright. explanations made, and whatever misunderstanding existed in relation to the offer of \$1,000 was removed know what consideration Vincent paid for said proby Mr. Davis by the declaration that the proposition did not come from Mr. Vincent, to which Mr. Montgomery replied: 'Yes, it was named to me by you,

but not named as coming from Mr. Vincent.' The first question which arises is, whether any of he facts disclosed create doubts as to the truth of the testimony of Mr. Vincent; for if a man has accepted, or offered to accept a bribe, his evidence can have no weight with the Court, unless fully sustained by the most reliable witnesses, or by circumstances

of the strongest character. That Solicitor Montgomery made this impression on the mind of his associate counsel, Mr. Bates, is undeniable. But, had he any ground for entertaining such an opinion of Mr. Vincent. Mr. Davis attempted to have a conversation with Mr. Vincent in relation to his knowledge of the facts involved in this case, and of the character of the testimony which he would give, but he studiously avoided it. The introduction to the conversation is not material; although, it may be remarked, that it was more Masonic in its tone and manner than professional. It appears that they were early friends, and that they entered upon a very free conversation on their private affairs, of their business, of their personal condition. Mr. Vincent said his business was poor and times were hard. In the course of the conversation he said that the respondent had stated to him if he wanted a \$1,000 to use he would let him have it. Thereupon Mr. Solicitor Montgomery infers that he wants money for his testimony, and so states to the respondent, who communicates it to Mr. Bates. But, when this understanding of Montgomery is communicated to Mr. Davis, he indignantly repudiates it, and says that no such intimation had been given by Vincent. The question arises, then, has not Mr. Davis made different statements of the same transaction? He demes emphatically that Vincent had offered him his testimony for \$1,000; when the conversation was had between the counsel and respondent, Solicitor Montgomery says that from Mr. Davis' account of the interview he inferred that Vincent wanted a consideration for his testimony, and that \$1,000 would be the inducement. The deductions made by Solicitor Montgomery were not logical. In a private convertation with an old friend, a man may be permitted to talk of his reverses and his misfor-

tones without being thought to have made an implied overture of money for his testimony. The account given by Mr. Vincent and Mr. Davis, under oath, of the interview, is, perhaps, as near in conformity as is usually made. They agree in all the material points of the conversation, with the exception of an appeal made by Mrs. Montgomery, wife of complainant, to save the estate for them; and my own view is, from a very careful examination of this testimony, that the testimony of Davis has been consistent with the declarations made by him to his associate counsel. Mr. Montgomery drew inferences which were not legitimate; and there is no propriety that Mr. Davis should be answerable for them. There is certainly no ground for the opinion that Davis had changed his version of the conversation, to shield Vincent from the charge of having made overtures

for his testimony. In connection with this discussion upon Mr. Davis' testimony, it is well to recur to Vincent's, for the purpose of testing its accuracy and truth. He had the title of the estate f r about 6 (six) years, and had charge of the business for about four. His books give a clear history of the transactions of the Puuloa Estate. His memory is as sound and retentive as could be expected of events which transpired so long ago. He has answered freely and fully every equestion which has been put to him. His settlement with his cestui que trust seems to have been entirely satisfactory. His regard for the sacredness of the trust, by providing for it in his will, made especially for that purpose, was highly honorable to him. I see no act of his, in this whole transaction, of trick or artifice to retain the estate, or obtain any interests or rights adverse to the cestui que trust. He had the fullest confidence of the complainant, judging from the time and the manner in which he held the estate, for he had repeatedly urged him to take a reconveyance. In his tone and manner on the stand, he has not exhibited any partialities, but throughout has given full, free and frank statements, upon all matters upon which he has been so elaborately interrogated. His testimony has, in many instances, been it in like manner as Vincent held it. sustained by collateral evidence, and is consistent esty or from the Government, and whereas, from the nature of the country and other causes it is almost impossible to place agents to guard the interests of His Majesty and of the Government, and whereas all parties having legal claims on the said wild cattle have already had time sufficient, if they have used view, his testimony is worthy of full credit for agreed and it is also proved that he narchased crodes Now therefore, the undersigned hereby gives notice to all parusually be given to events which transpired so many

> When Solicitor Montgomery made known to his client the impressions he had derived from Mr. Davis, that Vincent expected some inducement to "keep him on the right track" in his testimony, and he thought \$1,000 was that inducement, his client stated to him that he had given Vincent \$300, and could not afford to give more; instead of discussing the comparative criminality of the offence of bribery, whether the sum was more or less, it was his imperative duty to have denounced such conduct. It was not an occasion to be jocular, or for a counsellor of the Court to indulge in trifling remarks upon this the most serious of all subjects connected with proceedings in a Court of Justice. It is, indeed, trifling

with serious things. It is the duty of counsel to aid in the investigation of a suit, and to keep the sources of information free from corruption, and the Court cannot for a moment entertain a discussion of the morality of giving a consideration to a witness, to induce him to tell the truth. It is corruption itself; and the man who would receive money to tell the truth, would receive money to tell a falsehood, and there could be no reliance upon his testimony in either case. Mr. Montgomery has always sustained an honorable position at the bar, and the Court do not believe that he would seriously entertain, or advise a client to entertain, a proposition of this character. The honor of the Bar must be sustained by an upright practice, or the course of legal investigation will be liable to be impure, and dangerous to the rights of parties. Should a case be made out of a violation of this principle, it would be the imperative duty of the Court to strike the name of the offender from the Roll. The evidence of the counsel for respondent is not material, any further than it bears on the testimony of Mr. Davis. Even had he made different statements of the conversation with Vincent, he sustained Vincent in Court, under oath. The statement out of Court should not have weight against his statement under oath, so far as it confliets with Vincent. It would cast a shade over his own testimony, but would not in the least affect Mr. Vincent, although, as I said before, I do not perceive any such discrepancies as would invalidate the testi-mony of either. The difference arose from a misinterpretation of the extent and force of his remarks. But on this account the testimony of Mr. Vincent should not be weakened. When a witness has stated what another witness has said, and in Court, under oath, gives a denial to such statement, or a different version of it, it should be received with very little credit, and it cannot affect unfavorably the testimony of the other. In view of the testimony given by all the counsel, the Court is unable to perceive that it lessens in any degree the weight to which the testimony of Mr. Vincent is legitimately entitled. His credibility is in no degree impaired by it. Much of this testimony would have been excluded, had exceptions been taken to it; but it was admitted in con-formity with the wishes of counsel of respondent,

The respondent was invited to visit this country. and he arrived here in 1855, in the 22d year of his age; and it appears by his answer that he had been educated in the art of shipbuilding, as well as having general business qualifications, and with sufficient means at his command to establish himself independently of complainant's patronage. It is in evidence that on his arrival, the complainant furnished him with the necessary clothing proper for the climate; and it is alleged in the bill, and not denied, that the complainant paid the respondent's passage from England. There is no evidence that he had any means to establish himself in the business of

and in the case of Mr. Davis of the respondent him-

Respondent states, in his answer, that he does not perty, but believes it to have been \$8,000, as stated in the Deed, and that said sum was bona fide paid by said Vincent to, and received by, the complainant, in consideration of the sale of the Puuloa Estate by the said Vincent to complainant. He further says that he does not know whether the

Deed from Vincent to him was executed at the request of complainant. It is very clear, that on his arrival, the respondent regarded Puuloa as complainant's estate; and Vincent testifies that " for some year and a half he had often expressed the wish to reconvey the estate to complainant, but the title remained in him till the arrival of respondent"; and Isaac then said to him, after introducing his brother, " I will now take the De d of the land, and in preparing the Deed, insert my brother's name in place of my own. He had no negotiation with the respondent about the estate." It appears, under his own hand, that he regarded the Pauloa Estate as his brother's, on his arrival; and is it in the nature of things, that the respondent, coming here at the invitation of his brother, and at his expense, and immediately entering in aid of his brother on the management of the estate, that he did not know something of the nature of his brother's interest? If he regarded Vincent as the owner in fact, he must have been struck with the singularity of the interview as detailed by Vincent. It was a very summary mode of negotiation, certainly. On the hypothesis that Vincent was the owner, and he was the purchaser, and especially when he found that he could make the purchase on six, twelve and eight teen months, without an advance payment. It is not an ordinary event, that a stranger, on the first introduction, can purchase a large and productive estate on time, without a money payment. The weight of evidence is that the respondent arrived here without means, and did he expect to produce from the estate the amount of purchase money to meet the payments as they became due; if so, it would seem that Vincent sold the estate for what it would produce in six, twelve and eighteen months, and if it was not an extraordinary estate, in its productions, paying largely beyond expenses, it does not appear how the respondent was to make his payments, which excited no solicitude on the part of Vincent. On the arrival of the respondent, the complainant was managing the

estate, without interference from Vincent, and had been for a year and a half, In view of the history of the whole transaction, and more especially when we take into consideration the relationship of the parties, can there be a doubt that the respondent had been informed, and knew, that the estate belonged to the complainant, and that Vin-

cent was ready to convey it on request?

The respondent further answers that he believes the furniture was the property of Vincent, because the complainant never made any claim for it. Vincent testifies that he never owned the furniture, and there is not a doubt from the evidence that it was purchased by the complainant. If the respondent regarded the furniture as Vincent's, it is somewhat ingular that he could have used it for more than six years, for it is in evidence that it was valuable, without being informed of the incorrectness of the opinion. It appears that for years the parties were not on good terms, and, therefore, for reasons of friendship, he could not have believed that Vincent left the furniture for his use for this long period. It must have appeared to the respondent as exhibiting the same spirit of generous accommodation as the original transaction of the sale of the estate to him. In examining the Deed as detailed in the bill, it

oppears that the Habendum is in these words : "To have and to hold the above-described property unto the said Daniel Montgomery, his heirs and assigns, forever, in like minuter as I myself now hold the same, and subject to all mortgages, liens and encumbrances now existing on said estate, whether the same may have been created by myself or by any other person.' If the respondent regarded Vincent as the owner, and his business in obtaining this conveyance was with him, and him alone, why did he not ask him to g ve him a list of the mortgages, liens and other encumbrances on the estate. There was no conversation about the title or the encumbrances he had imposed upon it, and yet he gives his notes and mort-

It appears he enters upon the management of the view, his testimony is worthy of full credit for arrived; and it is also proved that he porchased goods and lumber afterwards, which he paid for, and which were used for the benefit of the business on the estate. He conducted the business so far as using the property on the estate, the same as if all the property, personal and real, was his own, or as if he was managing the business for the owner; while it does not appear from his an-wer that he had any title to any of the personal property, excepting what he acquired by virtue of an auction sale of some cattle, amounting to \$145. It appears from the answer, that the complainant directed the sale, and that he purchased them for that sum. If he was acting as Trustee, the purchase would of

ocurse, be for the benefit of the principal.

It appears, further, that some months ago, the respondent called upon Vincent, for the conveyance of the schooner which Vincent purchased for the benefit

Concluded on fourth page.]